



STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

MORTGAGE

THIS INDENTURE made and entered into the 2nd day of November, 1970, by and between FCX, INC., a cooperative association organized and existing under the laws of the State of North Carolina (hereinafter called Mortgagor), and COLUMBIA BANK FOR COOPERATIVES, a United States corporation (hereinafter called Mortgagee), WITNESSETH:

WHEREAS, by a series of real property security instruments, each dated December 30, 1969, and recorded in the public records of the various counties wherein the real property conveyed thereby lies, Mortgagor conveyed to Mortgagee or to Trustees for the use and benefit of Mortgagee, as security for the payment of then existing indebtedness evidenced by promissory notes, identified in said security instruments, given by Mortgagor to Mortgagee, and also such future advances, whether obligatory or otherwise, as might be made within ten (10) years from the date thereof, but not in excess of TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00) principal at any one time outstanding, plus interest thereon, attorney's fees and court costs, and to secure the performance and observance of all the covenants and the conditions contained therein, and in the notes evidencing said indebtedness and advances, certain real property described in the said security instruments; and,

WHEREAS, Mortgagor has executed and delivered to Mortgagee its note dated November 2, 1970, in the principal amount of \$2,000,000.00 to evidence additional indebtedness to be incurred pursuant to Loan Agreement T-3510 dated November 2, 1970, between Mortgagor and Mortgagee; and,

WHEREAS, the parties desire that all of the existing indebtedness and future advances hereinafter identified shall be secured by the real property described in the aforesaid security instruments dated December 30, 1969, and by certain real property to be hereinafter described:

NOW, THEREFORE, for and in consideration of the premises and the payment of Three Dollars (\$3.00), receipt whereof is hereby acknowledged, and in order to secure the payment of an existing principal indebtedness of ELEVEN MILLION THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$11,340,000.00) evidenced by the following promissory notes executed and delivered by Mortgagor to Mortgagee, which said notes are payable on demand with interest as therein provided, reference thereto being made for a more particular denotation of terms thereof:

<u>Date of Note</u>	<u>Original Principal Amount</u>
July 25, 1967	\$ 3,655,000.00
September 13, 1966	540,000.00
February 11, 1966	50,000.00
November 16, 1966	90,000.00
March 1, 1968	50,000.00
May 17, 1966	7,000,000.00
October 23, 1968	1,800,000.00
December 30, 1969	2,000,000.00
November 2, 1970	2,000,000.00

And further in order to secure the payment of such future advances, whether obligatory or otherwise, as are hereafter made by Mortgagee to Mortgagor within ten (10) years from December 30, 1969, but not in excess of TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00) principal at any one time outstanding, plus interest thereon, attorney's fees and court costs, and to secure the performance and observance of all the covenants and conditions contained herein and in the notes evidencing said indebtedness and future advances, Mortgagor has granted, bargained, sold, conveyed, mortgaged, assigned, transferred, and set over, and by these presents does grant, bargain, sell, convey, mortgage, assign, transfer and set over to Mortgagee forever, all the following described property, together with all improvements, rights, privileges and easements thereunto belonging, situate, lying and being in GREENVILLE COUNTY, SOUTH CAROLINA, to-wit:

All that piece, parcel or lot of land in _____ Township, Greenville County, State of South Carolina located on the extreme edge of Donaldson Center, Greenville, South Carolina, and bounded on the north by Donaldson Road, on the east by other lands of Donaldson Center, on the southeast by the center line of the Southern